

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**Dongguan Saienchuangke Technology
Co., Ltd.**

Plaintiff,

v.

**The Individuals Corporations, Limited
Liability Companies, Partnerships, and
Unincorporated Associations Identified**

Defendants.

Civil No.: 0:24-cv-060865

UNOPPOSED MOTION TO TO WITHDRAW AS ATTORNEY

The undersigned, Jianyin Liu, Esq., on behalf of the Law Offices of James Liu PLLC, hereby requests that this Court grant his withdrawal as attorney for the defendants Zhangyueyuan and LINBABAY Direct (“Defendants”) and states as follows:

1. The Court mandated that a mediation shall be held among all the parties.
2. The undersigned reached out to Defendants for arrangement of the mediation and was told they did not wish to continue the litigation and would not pay the fees for the mediation.
3. As such, the undersigned’s role as counsel for the instant case shall be discontinued.

4. In *Obermaier v. Driscoll*, No. 2:00-cv-214-FTM-29D, at *1 (M.D. Fla. Dec. 13, 2000), the court said, in considering a motion to withdraw, other federal courts have weighed "the reasons why withdrawal is sought; the prejudice withdrawal may cause the litigants; the delay in the resolution of the case which would result in withdrawal; and, the effect of withdrawal on the efficient administration of justice." *Id.*, quoting *Rusinow v. Kamara*, 920 F. Supp. 69, 71 (D.N.J. 1996); see *Carter v. City of Philadelphia*, 2000 WL 537380 at *1 (E.D. Penn. April 25, 2000) (citing cases applying weighing test). Other federal courts have recognized that a "client's failure to pay attorney's fees may well support the withdrawal of counsel." *Hammond v. T.J. Little Co.*, 809 F. Supp. 156 (D. Mass. 1992); see also *Fischer v. Biman Bangladesh Airlines*, 1997 WL 411446 at *1 (S.D.N.Y. July 18, 1997); *White Consol. Indus., Inc. v. Island Kitchens, Inc.*, 884 F. Supp. 176, 180 (E.D. Penn. 1995) (citing New York Code of Professional Responsibility rule on permissive withdrawal).

5. Thus, Defendants' failure to pay further attorney fees and unwillingness to continue the litigation of the case justifies the undersigned's withdrawal.

6. The last known email address for Defendants are:

1. Store: Zhangyueyuan

Email : zyy0423us@163.com

Contact: Yueyuan Zhang

2. Store: : LIN&BABAY Direct

Email : guang18882021@126.com

Contact : Guanghui Cui

Dated: Feb. 13, 2025

/s/ Jianyin Liu
Jianyin Liu, Esq.
FBN: 1007675
jamesliulaw@gmail.com
The Law Offices of James Liu PLLC
15750 SW 92nd Ave Unit 20C
Palmetto Bay, FL 33157
Ph: (305) 209 6188

CERTIFICATE OF GOOD-FAITH CONFERRAL

I certify that I have conferred with the opposing counsel on Feb. 12 and 13, 2025 for the motion, who had no objections to it.

/s/ Jianyin Liu

CERTIFICATE OF SERVICE

I certify that this document has been served to all parties on record via CM/ECF on this Feb. 13, 2025.

/s/ Jianyin Liu